

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

HAROLD DeJESUS and  
MARIA T. DeJESUS,

*Plaintiffs,*

v.

KNIGHT INDUSTRIES & ASSOCIATES,  
INC., *et al.*,

*Defendants.*

CIVIL ACTION  
NO. 10-07434

**ORDER**

**AND NOW**, this 8th day of September, 2016, upon consideration of Defendant Knight Industries & Associates, Inc.'s ("Knight") Motion for Summary Judgment (ECF. No. 116), Plaintiffs Harold DeJesus and Maria DeJesus's Response in Opposition (ECF No. 117), and Knight's Reply (ECF No. 118), it is **ORDERED** that the Motion is **GRANTED IN PART** and **DENIED IN PART**. The Motion is:

1. **GRANTED** with respect to Harold DeJesus's strict liability design defect claim to the extent that claim is brought under the "consumer expectations test" articulated in *Tincher v. Omega Flex, Inc.*, 104 A.3d 328 (Pa. 2014) ("*Tincher*");
2. **DENIED** with respect to Harold DeJesus's strict liability design defect claim to the extent that claim is brought under the "risk-utility test" articulated in *Tincher*;
3. **DENIED** with respect to Harold DeJesus's negligent design claim;
4. **GRANTED** with respect to Harold DeJesus's failure-to-warn claim;
5. **DENIED** with respect to Maria DeJesus's loss of consortium claim.

BY THE COURT:

/s/ Gerald J. Pappert  
GERALD J. PAPPERT, J.